

Alan A. Rudnick
Assistant General Solicitor
August 25, 1980

RECORDATION NO. 5796-B

FILED 1980

JUL 27 1980 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.

Date

File

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION
Chessie System

40A027

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2471

Attention: Mrs. M. R. Lee, Room 2303
Recordation Unit

Re: Supplemental Agreement
(Chesapeake and Ohio Railway Third Equipment Trust of 1970)
File: 1038-2-A

Dear Ms. Mergenovich:

Enclosed are executed counterparts Nos. 1, 2, and 3 (of 6) of a Supplemental Agreement dated as of April 1, 1980, between The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 and Manufacturers Hanover Trust Company (Trustee), 40 Wall Street, New York, New York 10015.

The equipment covered by the above documents consists of:

- 6 Bay Window Cabooses to be manufactured by Fruit Growers Express Company, 1625 K Street, N.W., Suite 700, Washington, D. C. 20006, and to bear C&O's road numbers 904143 - 904148, inclusive.

AAR Mechanical Designation: NE

The above equipment will be lettered "Chessie System", "C&O", or in some other appropriate manner, and will also be marked:

CHESAPEAKE AND OHIO RAILWAY
THIRD EQUIPMENT TRUST OF 1970
MANUFACTURERS HANOVER TRUST COMPANY,
TRUSTEE, OWNER, LESSOR

Also enclosed is a remittance in the amount of \$10 representing the required recording fee.

The Equipment Trust Agreement to which this Supplemental Agreement refers was recorded with the Secretary of the Interstate Commerce Commission on October 16, 1970 at 1:05 p.m. and assigned Recordation Number 5796-A.

Pursuant to the Commission's rules and regulations for the recordation of certain documents under 49 USC Sec. 11303 (formerly Sec. 20c of the Interstate Commerce Act), as currently administered, you are hereby requested to file one of the enclosed counterparts for record in your office and to return the remaining copies to me at my above address.

Thank you in advance for your cooperation.

Sincerely,

Alan A. Rudnick



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

Completed for C. H. Kunkel

Interstate Commerce Commission
Washington, D.C. 20423

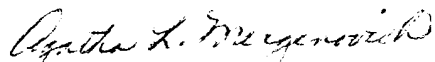
OFFICE OF THE SECRETARY

Alan A. Rudnick
Chessie System
Law Department
Terminal Tower- Box 6419
Cleveland, Ohio 44101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/27/80 at 10:55AM , and assigned re-recording number(s). 5796-B, 5715-B, 5583-B & 3971-C.

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

7/2/80
1038-2-A

RECORDATION NO. 5796-B
FILED 1425

AUG 27 1980-10 55 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTIES
OF WHICH THIS IS NO. 2

SUPPLEMENTAL AGREEMENT

Dated as of April 1, 1980

AMENDING

EQUIPMENT TRUST AGREEMENT

Between

MANUFACTURERS HANOVER TRUST COMPANY,
Trustee

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of April 1, 1980, between MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation, as Trustee (hereinafter the "Trustee"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (hereinafter the "Company").

* * * * *

WHEREAS, by a certain Equipment Trust Agreement dated as of August 1, 1970, as subsequently amended, between the Trustee and the Company (hereinafter the "Agreement"), there was established "Chesapeake and Ohio Railway Third Equipment Trust of 1970";

WHEREAS, the Agreement in Sections 4.7 and 4.9 thereof provides for replacement by the Company with additional Equipment of any of the Trust Equipment that shall become worn out, lost, destroyed, or unsuitable for use;

WHEREAS, various units of the Trust Equipment have heretofore been so destroyed and have previously been eliminated from the Trust Equipment, and, pending their replacement, the Company has deposited with the Trustee cash in an amount equal to the then Fair Value of such units of the Trust Equipment, which money in cash and Government securities is now on deposit with the Trustee, in trust for the benefit of the holders of the Trust Certificates (and dividend warrants attached or pertaining thereto) issued under the Agreement; and

WHEREAS, the Company is arranging for construction and transfer to the Trustee, in replacement of certain of said units of Trust Equipment, certain additional Equipment hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Trustee and the Company agree as follows:

(1) The Company will cause to be constructed and transferred to the Trustee, subject to all the terms of the Agreement, the following new standard-gauge railroad equipment other than passenger or work equipment (herein the "Equipment"):

- 6 Bay Window Cabooses to bear the Company's road numbers 904143 - 904148, inclusive, to be constructed by Fruit Growers Express Company (hereinafter the "Manufacturer") at an estimated unit cost of \$39,500, or an estimated total cost of \$237,000, and to be delivered in June, July, and August, 1980.

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Section 3.4 of the Agreement, pay the Cost thereof as specified in the invoice of the Manufacturer. In payment of such Cost the Trustee shall expend all or a portion of the aforesaid money held by it and the Company shall pay to the Trustee a sum of money equal to the remainder, if any of such Cost which the Trustee shall thereupon pay to the Manufacturer.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after August 1, 1970.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) The Company will promptly cause this Supplemental Agreement to be filed, recorded or deposited with the Interstate Commerce Commission and with the Registrar General of Canada.

(7) Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused this Supplemental Agreement to be duly executed as of the date first above written.

Attest:

(CORPORATE SEAL)



Assistant Secretary

MANUFACTURERS HANOVER TRUST
COMPANY, as Trustee

By 

Assistant Vice President

Attest:

(CORPORATE SEAL)

Assistant Secretary

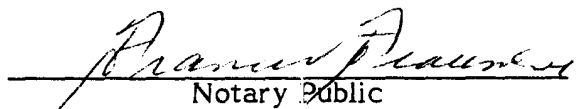
THE CHESAPEAKE AND OHIO RAILWAY
COMPANY

By _____
Assistant Vice President and Treasurer

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 24th day of August, 1980, before me personally appeared D. A. URSITTI, JR. to me personally known, who, being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)


Notary Public

FRANCES FRAUMENI
Notary Public, State of New York
No. 24-4608287
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1981

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this day of , 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public

5796-C

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

RECORDATION NO. 5796-C
FILED 2125

JUL 27 1988-1 50 PM

INTERSTATE COMMERCE COMMISSION

July 27, 1988

8-209A015

JUL 27 1988

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JUL 27 1 44 PM '88
NOTICE OF RECORDATION
100-101100-11

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and two copies of a Release and Satisfaction and Bill of Sale dated as of August 2, 1985, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Trust Agreement dated as of August 1, 1970 between Manufacturers Hanover Trust Company, Trustee, and The Chesapeake and Ohio Railway Company, which was duly filed and recorded on October 16, 1970 and assigned Recordation Number 5796-A.

The name and address of the party executing the enclosed document is:

Manufacturers Hanover Trust Company, as Trustee
600 Fifth Avenue, 10th Floor
New York, New York 10020

A description of the railroad equipment covered by the enclosed document is:

All railroad rolling stock subject to the above Equipment Trust Agreement.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

(A. Stanley)
CT/Kappler


Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
April 27, 1988
Page Two

Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Release and Satisfaction and Bill of Sale dated August 2, 1985 covering all railroad rolling stock.

Very truly yours,


Charles T. Kappler

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7/27/88

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

918 16th St. N.W.

Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/27/88 at 1:50pm, and assigned recordation number(s). 5796-C & 5921-A

Sincerely yours,

Nesta R. McGee

Secretary

Enclosure(s)

RELEASE AND SATISFACTION AND BILL OF SALE

COUNTERPART NO. 2
 OF 3 COUNTERPARTS
 RECORDATION NO. 5796-C
 JUL 27 1988-1 20 PM

CHESAPEAKE AND OHIO RAILWAY THIRD EQUIPMENT TRUST
 OF 1970, DATED AS OF AUGUST 1, 1970

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that Manufacturers Hanover Trust Company, Trustee, under a certain Equipment Trust Agreement dated as of August 1, 1970, between Manufacturers Hanover Trust Company, Trustee, and The Chesapeake and Ohio Railway Railway Company, said Agreement establishing Chesapeake and Ohio Railway Third Trust of 1970, hereby certifies that all of the \$15,000,000.00 principal amount of 7 3/4% and 8 5/8% Equipment Trust Certificates and divided warrants appertaining thereto issued under said Equipment Trust have been fully paid or payment duly provided for, and all of the obligations under said Equipment Trust have been fully complied with and performed.

WHEREFORE, in consideration of \$1.00 and other valuable consideration;


Manufacturers Hanover Trust Company does hereby declare said Agreement dated as of August 1, 1970, to be satisfied and cancelled and does consent that the same be discharged of record, and further said Manufacturers Hanover Trust Company does hereby sell, assign, convey, transfer, set over, release and quitclaim without warranty or guaranty of any kind express or implied unto The Chesapeake and Ohio Railway Company all of its right, title, and interest in and to all of the railroad equipment of every character included in said Equipment Trust and now held by Manufacturers Hanover Trust Company, as Trustee.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its name by one of its Vice President as of this 2nd day of August, 1985.

ATTEST:

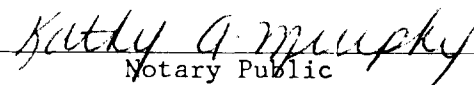
MANUFACTURERS HANOVER TRUST COMPANY,
 Trustee


 T. C. Monahan
 Assistant Secretary

By 
 D. A. URSITTI, JR.
 Vice President

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On this 2nd day of August, 1985, before me personally appeared D. A. URSITTI, JR., to me personally know, who, being by me duly sworn, says that he is a Vice President of Manufacturers Hanover Trust Company, that the corporate seal affixed to the foregoing instrument is the seal of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


 Kathy A. Murphy
 Notary Public
 KATHY A. MURPHY
 Notary Public, State of New York
 No. 60-4325140
 Qualified in Westchester County
 Certificate filed in New York County
 Commission Expires March 30, 1986